Oklahoma Fixture Company *and* Richard Mooney

Carpenters' Local Union No. 943, United Brotherhood of Carpenters and Joiners of America, AFL–CIO *and* Richard Mooney. Cases 17–CA–15734 and 17–CB–4086

August 24, 1992

DECISION AND ORDER

BY CHAIRMAN STEPHENS AND MEMBERS DEVANEY AND OVIATT

On April 28, 1992, Administrative Law Judge Frank H. Itkin issued the attached decision. The General Counsel filed exceptions and a supporting brief.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the decision and the record in light of the exceptions and brief and has decided to affirm the judge's rulings, findings,[1] and conclusions and to adopt the recommended Order.

ORDER

The National Labor Relations Board adopts the recommended Order of the administrative law judge and orders that the Respondent, Carpenters' Local Union No. 943, United Brotherhood of Carpenters and Joiners of America, AFL–CIO, Tulsa, Oklahoma, its officers, agents, and representatives, shall take the action set forth in the Order.

IT IS FURTHER ORDERED that the complaint in Case 17–CA–15734 is dismissed.

[1] The name Mooney is substituted for the name Hughes in the last sentence of the third paragraph from the end of the judge's Findings of Fact section. Also, in the penultimate paragraph of that section, the judge inadvertently stated that Hughes sent arrearage notices to Hughes, rather than to Mooney.

Francis A. Molenda, Esq., for the General Counsel.
Stephen L. Andrew, Esq., for the Respondent Employer.
Thomas F. Birmingham, Esq., for the Respondent Union.

DECISION

FRANK H. ITKIN, Administrative Law Judge. Unfair labor practice charges were filed in the above cases on July 30 and a consolidated complaint issued on September 4, 1991. General Counsel alleges that Respondent Union requested on February 5, 1991, that Respondent Employer discharge its employee Richard Mooney ''because Mooney failed to pay dues''; that the Union engaged in this conduct ''notwithstanding Respondent Union's failure to notify [Mooney] of his obligation to pay dues and for reasons other than Mooney's failure to tender periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union''; that Respondent Employer discharged Mooney ''pursuant to Respondent Union's request''; that Respondent Employer thereby violated Section 8(a)(1) and (3) of the National Labor Relations Act; and that Respondent Union thereby violated Section 8(b)(1)(A) and (2) of the Act. Respondents deny violating the Act as alleged.

A hearing was held on the issues raised in Tulsa, Oklahoma, on February 11, 1992. On the entire record, including my observation of the demeanor of the witnesses, I make the following

FINDINGS OF FACT

Respondent Employer is admittedly engaged in commerce as alleged. Respondent Union is admittedly a labor organization as alleged. See *Oklahoma Fixture Co.*, 305 NLRB 1077 (1992).

Richard Mooney, Charging Party in the instant case, testified that he has resided for the past 6 months at Route 2, Hinesville, Arkansas. He previously resided for some 2 years at 6630 South 41st West Avenue, Tulsa, Oklahoma. He was hired by Respondent Employer as a carpenter in July 1986. He joined Respondent Union ''60 days after employment'' and signed a ''dues checkoff authorization.''[1] Thereafter, during July 1990, he injured his back at work and was placed on workman's compensation leave; his workman's compensation case is still pending with the State; and he has not worked since July 1990.

Mooney explained that during the time period pertinent to this case he lived at the above South 41st West address where he received his ''regular mail.'' He even received a copy of General Counsel's Exhibit 9, Respondent Union's ''Executive Bulletin'' dated April 12, 1991, properly addressed to him at 6630 South 41st West Avenue, Tulsa, Oklahoma. And, he was also listed in the local telephone directory at that address.

Mooney testified that on February 5, 1991 he received from Respondent Employer the following letter (G.C. Exh. 8):

> This letter is to inform you [Mooney] that your employment with Oklahoma Fixture Company has terminated for not complying with Article 2, Section 2.1., 2.2 of the collective bargaining agreement between Oklahoma Fixture Company and Carpenter's Local Union 943, which states that all employees must remain in good standing with the Union.[2]

This letter was also properly addressed to Mooney at his 6630 South 41st West Avenue residence.

General Counsel's Exhibit 6 is Respondent Union's ''Official Notice Of Arrears,'' dated January 15, 1991, and addressed to Mooney at

> 3911 South 32 West Avenue
> Tulsa, Oklahoma 74107

[1] See G.C. Exh. 2, the collective-bargaining agreement between the parties; G.C. Exh. 3, the constitution of the Union; G.C. Exh. 4, the bylaws and trade rules of the Union; and G.C. Exh. 5, a dues-checkoff authorization signed by Mooney.

[2] Respondent Union, by letter dated February 5, 1991, had notified Respondent Employer that Mooney ''has been suspended'' from the Union as of January 31, and ''since he no longer complies with Article 2, Section 2.1, 2.2 of the collective bargaining agreement'' the Employer was ''requested to discharge the employee until such time as he does comply.'' See G.C. Exh. 7.

This notice states that Mooney owes the Union $142.50 for 6 months' dues ''and will be dropped from the membership.'' In addition, this notice states that Mooney also owes $10 ''for arrears assessments.'' Mooney testified:

> Q. . . . Had you received any letter or notice from the Union concerning any dues owed?
>
> A. No.
>
> Q. What's your mother's address?
>
> A. 3911 South 32nd West Avenue.
>
> Q. . . . Did you ever live at that address?
>
> A. . . . Approximately five years ago.
>
> Q. When was the last time you received regular mail at that address?
>
> A. Approximately five years ago.
>
> Q. Did your mother receive any notice from the Union?
>
> A. Yes. . . . It was the letter you have there [G.C. Exh. 6]. . . . She called me and asked me would I take her to the store and get her check and groceries because she wouldn't drive, and I came by there and she said, oh yeah, here's a letter for you, and I opened it up and it was the one saying that I was behind on dues.
>
> Q. . . . When did you see this letter date wise?
>
> A. It was the day or two after I got the letter from the Company, around the fifth I believe it was.
>
> Q. Other than this notice sent to your mother's address, had the Union or Company mailed you anything concerning your dues leading up to your termination?
>
> A. No.

Mooney, as he further testified, telephoned Respondent Union after he had ''opened the dues letter.'' He spoke with the Union's Financial Secretary Clenton Hughes. Mooney recalled:

> I called Mr. Hughes and I told him who I was and he didn't recognize me at first, and then I told him where I had worked and he remembered me, and I asked him what this letter saying I was terminated meant and he said that I was behind on my dues . . . I was no longer considered a member, and I said why wasn't I notified and he said you was, and I said Clenton I didn't receive anything. He said well we sent you out a letter and notice. I said I've got a letter here, but I picked it up at my mother's house, and he said that there was nothing that they could do for me . . . the Company wasn't going to hire me back anyway, and that was basically the conversation.

Hughes, in stating to Mooney that the Employer was not going to ''hire him back anyway,'' was referring to Mooney's ''injury on his back'' and also ''being behind on his Union dues [and] no longer being a member.''

On cross-examination, Mooney explained that during his telephone conversation with Hughes,

> I [Mooney] told him [Hughes], if I could make [the arrearages] up or do something that they could help me, . . . I would do my best. . . . I told him I didn't have [the amount of the arrearages]. . . . He said it was too late. . . . I asked him if I could [pay] like I always have and he said no, you're no longer a member.

Mooney also explained that following his termination he had been ''released'' by his doctor to ''go back to work.''

Mooney acknowledged on cross-examination that during his some 4-1/2 years of employment with Respondent Employer he has lived at about two or three ''other'' residences in the Tulsa area. Thus, his March 18, 1986 job application shows his mother's address as his residence at the time (R. Exh. Union 1). His July 14, 1986 information form to Respondent Employer shows that he moved to 5818 South 32 West Avenue (R. Exh. Union 1(a)). His July 14, 1986 W-4 form to Respondent Employer also shows this same South 32 West Avenue address (R. Exh. Union 1(b)). Another Employer form dated September 9, 1987, lists his address as 4621 South 26 West Avenue (R. Exh. Union 1(h)). His January 18, 1988 W-4 form to Respondent Employer also lists this same South 26 West Avenue address (R. Exh. Union 1(i)).

A subsequent W-4 form dated June 8, 1989, shows Mooney's mother's address as his residence again (R. Exh. Union 1(l)). However, Mooney explained that, while in transition moving from one house to another, ''me and my family stayed with my brother-in-law in Tulsa and I gave [the Company] my mom's address so that my mail wouldn't get messed up'' during the ''few weeks'' involved. Later, Mooney filed a new W-4 form with Respondent Employer dated July 5, 1989, listing 6630 South 41st West Avenue as his address (R. Exh. Union 1(m)). He also provided the Employer with his 6630 South 41st West Avenue address on a July 10, 1989 form (R. Exh. Union 1(n)) and on his W-4 form dated April 10, 1990 (R. Exh. Union 1(o)). This latter address, as stated above, was his correct address during the pertinent time period as the Employer's files show.

Mooney acknowledged that during his years of employment with Respondent Employer and membership in Respondent Union he has on occasion failed to remit on time union dues resulting in notices from the Union and payment of the moneys owed. The Union, except for the current sequence resulting in his termination, did not have difficulty getting such notices of arrearages to Mooney at his correct addresses. Thus, Mooney's current checkoff authorization does not provide for his current address. (See G.C. Exh. 5.) Nevertheless, the Union's ''Official Notice Of Arrears'' dated June 15, 1988, was properly mailed to Mooney and received by him at 5818 South 32 West Avenue (R. Exh. Union 2). This was not, as shown, his mother's address. A similar notice dated September 15, 1988, was sent to and received by Mooney at 4621 South 26 West Avenue (R. Exh. Union 3). This also was not, as shown, his mother's address. A similar notice dated December 15, 1988, was sent to and received at the above address (R. Exh. Union 4). A similar notice dated August 15, 1989. was sent to and received at the above address (R. Exh. Union 5). A similar notice dated October 15, 1989 was sent to and received at the above address (R. Exh. Union 6). Mooney, as noted, paid these arrearages and ''it was never questioned whether I'd lose my job.''

Mooney was then shown Respondent's Exhibit Union 7, an ''Official Notice Of Arrears'' for 3 months' dues dated October 15, 1990. This notice was addressed to his mother's address. Mooney explained that he never received this notice. The Union concededly did nothing further at the time. Finally, as discussed above, the Union followed up with its

January 15, 1991 ''Official Notice Of Arrears'' for 6 months' dues also addressed to Mooney's mother's address. This notice was promptly followed by the Employer's termination letter of February 5, properly addressed to Mooney, and a union bulletin dated April 12, 1991, also properly addressed to Mooney.

Clenton Hughes, financial secretary and assistant business agent for Respondent Union, testified that he in fact had a conversation with Mooney following Mooney's receipt of the Employer's February 5 termination letter. Hughes claimed that this conversation was in his ''office'' at the Union's hall. When asked if ''anybody else'' was ''present,'' Hughes could not ''recall.'' Hughes also was uncertain when this conversation took place.

Hughes nevertheless recalled that he then apprised Mooney

> well you [Mooney] can pick up your back dues and be reinstated . . .; I can take your money and get you reinstated; there is no problem whatsoever . . . .

Hughes further recalled that he asked Mooney ''about his physical condition'' and Mooney responded ''that he felt that he would never be able to go back to work at Oklahoma Fixture Company.'' Then, as Hughes claimed,

> I [Hughes] told him [Mooney] at that time that it would be kind of senseless for him to put out that kind of money especially when [he did not] have that much money, no more than Workman's Comp. pays, for him to put out that money to remain a member if he never was going to use the benefits thereof. . . . He said that he would just wait . . . .

Hughes was asked ''what'' Mooney ''was going to wait for,'' and he responded,

> he was going to wait for the settlement on his Workman's Comp. and see . . . if he was going to be able to go back to work out there . . . and then at that time he could have either paid his back dues or joined or whatever.

Hughes acknowledged that the Employer had ''already discharged'' Mooney. Hughes insisted:

> it was a termination . . . because . . . he wasn't a member, but he could have come back as a member . . . .

The Union never wrote Hughes a letter confirming this alleged understanding or its advice to Mooney.

Hughes identified Respondent's Exhibit Union 8 as the Union's ledger sheet pertaining to Mooney. This ledger sheet, which purportedly runs from 1986 through 1990, has Mooney's mother's address pencilled in as the address of the employee member. Hughes reviewed various union notices of arrearages sent to Mooney during this period at his correct addresses, which were not the address of his mother as penciled in on this ledger sheet. (See R. Exhs. Union 2–6.) Mooney paid all these arrearages. However, in late 1990 and early 1991, Hughes sent union arrearage notices to Hughes, for no apparent reason, at his mother's address. (See R. Exh. Union 7 and G.C. Exh. 6.) Mooney never gave the Union any ''change of address notice'' and Hughes could only vaguely and generally assert that perhaps this address came from ''checks'' or ''envelopes.'' Elsewhere, Hughes asserted that his secretary ''wrote in'' on the ledger sheet the address of Mooney's mother and ''I have no idea where she would have gotten it.'' Indeed, although the ledger sheet still shows Mooney's mother's address for the employee member, the Union nevertheless sent him a bulletin at his correct address about 2 month's after his termination. (See G.C. Exh. 9.)

On this record, I credit the testimony of Mooney as detailed above. He impressed me as a reliable and trustworthy witness. His testimony is substantiated in part by uncontroverted documentary evidence and acknowledgements or admissions of Respondent's counsel and witness. His testimony also withstood the full cross-examination of both counsel for the Employer and the Union. On the other hand, I find the testimony of Hughes to be confusing, incomplete, unclear and unreliable. Insofar as Hughes' testimony conflicts with the testimony of Mooney, I am persuaded here that the testimony of Mooney more completely and truthfully reflects what transpired during the above sequence of events.[3]

Discussion

In *Oklahoma Fixture Co.*, 305 NLRB 1077 (1992), the Board, in agreement with the administrative law judge, found that Respondent Union had violated Section 8(b)(1)(A) and (2) of the Act when it informed an employee member that he faced discharge unless he paid an amount of money consisting in part of a building assessment and when it attempted to cause and caused Respondent Employer to discharge the employee member for this reason. The administrative law judge quoted and restated the controlling principles of law, in part as follows:

> The Board presumes that a union's attempts to cause an employee's discharge are unlawful . . . . A union may rebut this presumption by showing that such attempts were made pursuant to a valid union-security clause.
>
> The facial validity of the present union security clause is not questioned. But, Section 8(b)(2) of the Act precludes a union from causing or attempting to cause a discharge pursuant to a union-security clause for a reason other than the employee's ''failure to tender the *periodic* dues and the initiation fees uniformly required as a condition of acquiring or retaining membership.'' . . . . Such assessments are not ''periodic [dues]'' within the meaning of Section 8(b)(2).

Further, as the Board explained in *Communications Workers Local 9509 (Pacific Bell)*, 295 NLRB 196 (1989),

> [A] union seeking to enforce a union-security clause against an employee has a fiduciary duty to deal fairly with that employee. This requires that before a union may seek the discharge of an employee for the failure

[3] In addition, to the extent the testimony of Susan Utter (Tr. pp. 88–95) is being offered here to contradict the above testimony of Mooney, I find the limited and incomplete testimony of Utter to be less reliable than the testimony of Mooney.

> to tender owed dues and fees, it must at a minimum give the employee reasonable notice of the delinquency, including a statement of the precise amount and months for which dues are owed and of the method used to compute this amount, tell the employee when to make the required payments, and explain to the employee that failure to pay will result in discharge.

And, as the administrative law judge stated in *Coopers NIU (Blue Grass)*, 299 NLRB 720 (1990),

> It would seem that in circumstances where a dues delinquency ultimately results in loss of employment, basic fairness dictates notice by some sort of certified or registered mail with a return receipt or some other verifiable means of notice. This omission alone is a fatal deficiency. . . . [T]he discharge of Respondent's fiduciary responsibility demands that where receipt is denied, Respondent be obligated to provide some sort of direct evidence to establish that notice was sent and received. Where loss of employment is involved, that precaution is little enough to require.

The Board adopted the above-quoted administrative law judge's decision, noting, however, ''that we do not construe [the quoted language] as meaning that sending a dues delinquency notice by certified or registered mail is the only possible means of proving receipt.''

Applying these principles to the credited evidence of record in the instant case, I find and conclude that Respondent Union, in attempting to cause and causing the discharge of employee member Mooney for being delinquent in the payment of his union dues, failed to fulfill its fiduciary obligation by giving Mooney adequate and reasonable notice of his dues delinquency. The Union's notice was clearly mailed to the wrong address. This record provides no credible explanation or justification for this mistake. Indeed, the Union, on other occasions, mailed similar notices to the correct addresses of Mooney whereupon he paid his dues arrearages. The Union could easily have obtained Mooney's correct address from the Employer's records or even from the local telephone directory. Moreover, when Mooney later attempted to explain to the Union that the Union's delinquency notice was in fact sent to the wrong address, he was instructed by the Union's financial secretary, Clenton Hughes, ''it was too late'' ''you're no longer a member.'' Respondent Union, by this conduct, violated Section 8(b)(1)(A) and (2) of the Act.[4]

Turning to Respondent Employer's alleged violation of Section 8(a)(1) and (3) of the Act, in *Oklahoma Fixture Co.*, 305 NLRB 1077 (1992), the Board, in agreement with the administrative law judge, found that Respondent Employer had not violated the Act ''by complying with the Union's discharge demand.'' Thus, Section 8(a)(3) states that ''no employer shall justify any discrimination against an employee for nonmembership in a labor organization . . . if he has reasonable grounds for believing that membership was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and the initiation fees uniformly required as a condition of acquiring or retaining membership . . . .'' As the administrative law judge found in that case, the ''Union's discharge request gave no hint of impropriety . . . .''

Here too, the Union's discharge request to the Employer (G.C. Exh. 7) ''gave no hint of impropriety.'' Mooney admittedly had not contacted the Employer and this record does not suggest that the Union notified the Employer of the addresses to which it was sending its dues arrearage notices. The fact that Mooney was on workman's compensation leave at the time does not provide ''reasonable grounds for believing that membership was . . . terminated for reasons other than the failure of the employee to tender the periodic dues and the initiation fees uniformly required as a condition of acquiring or retaining membership . . . .'' I would therefore dismiss this allegation of the complaint.

CONCLUSIONS OF LAW

1. Respondent Union is a labor organization as alleged.
2. Respondent Employer is an employer engaged in commerce as alleged.
3. Respondent Union violated Section 8(b)(1)(A) and (2) of the Act by attempting to cause and causing the Employer to discharge employee member Richard Mooney for non-

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[4] Counsel for General Counsel also argues (Br. p. 7) that ''Respondent Union's notice included an arrearage assessment''; Mooney was thus ''required to pay that assessment as a condition of continued employment''; and ''dues and initiation fees do not include assessments . . . .'' Cf. *Carpenters Local 455 (Building Contractors)*, 271 NLRB 1099, 1100 (1983). In view of my recommended disposition of this complaint, I need not reach the question of whether Respondent Union further violated the Act for this additional reason.

Counsel for General Counsel further argues (Br. pp. 7–8) that in *Seafarers (Isthmian Lines)*, 202 NLRB 657 (1973), enfd. 496 F.2d 1363 (5th Cir. 1974), ''the Board found that the union violated Section 8(b)(1)(A) and (2) were it sought payment for dues during the same period of time in which an employee was permanently unfit for duty''—''the Board held that an employee who was unfit for duty was neither required to pay dues during that period of time, nor could that employee lose his status as a member in good standing.'' Accordingly, counsel for General Counsel asserts that in the instant case Mooney ''was unfit for work'' on workman's compensation leave when the ''Union sought payment of dues'' and ''enforcement of its union security provision through termination . . .'' similarly violated Sec. 8(b)(1)(A) and (2) of the Act. I reject this argument for the following reasons.

The Board, in *Seafarers*, supra, citing respondent union's ''shipping rules,'' found that

> General Counsel proved by a preponderance of the evidence that [the employee] was in fact permanently unfit for duty during the years in question. Thus, we find no merit in respondent's argument that it proved that [the employee], commencing with the year 1970, was a new man who was obligated to pay a new initiation fee. . . . [The employee] had no monetary obligation to respondent . . . . Respondent has failed to prove that it refused to refer [the employee] . . . because of his dues and initiation fees delinquency . . . .

Seafarers does not stand for the general proposition that an employee disabled on workman's compensation leave cannot under the Act be contractually required to pay union dues. And, no contractual or constitutional or bylaw provisions have been cited to me in the instant case which would excuse Mooney's outstanding dues obligation. I would similarly regard as factually and legally distinguishable cases where the Board has held ''that an employee may not be discriminated against because of his failure to pay union dues that had accrued during periods when there was no contractual obligation to maintain membership as a condition of employment.'' Cf. *Manitowic Engineering Co.*, 291 NLRB 915 (1988), enfd. 909 F.2d 963 (7th Cir. 1990), and cases cited.

payment of dues in a manner which did not satisfy its fiduciary obligation to the employee member.

4. General Counsel has failed to prove by sufficient evidence that Respondent Employer violated Section 8(a)(1) and (3) of the Act by complying with the Union's request to discharge employee member Mooney.

REMEDY

Respondent Union will be directed to cease and desist from engaging in the conduct found unlawful above and like or related conduct and to post the attached notice. Respondent Union will be directed to sign additional notices for posting by the Employer if it so desires. Respondent Union will further be directed to notify the Employer and employee member Mooney, in writing, that it withdraws and rescinds its request to discharge said employee member; that it has no objection to his reinstatement without loss of seniority or other rights and privileges previously enjoyed by him; and that it requests that the Employer reinstate employee member Mooney. Respondent Union will also be directed to make employee member Mooney whole for all losses of wages and benefits suffered by him as a result of the Union's discrimination until he is either reinstated by the Employer to his former or substantially equivalent position or until he obtains substantially equivalent employment elsewhere, less his net earnings during this period (see *Coopers NIU (Blue Grass))*, supra. The loss of earnings shall be computed in the manner prescribed in *F. W. Woolworth Co.*, 90 NLRB 289 (1950), with interest as provided in *New Horizons for the Retarded*, 283 NLRB 1173 (1987). See generally *Isis Plumbing Co.*, 138 NLRB 716 (1962).

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended[5]

ORDER

The Respondent, Carpenters' Local Union No. 943, United Brotherhood of Carpenters and Joiners of America, AFL–CIO, Tulsa, Oklahoma, its officers, agents, and representatives, shall

1. Cease and desist from

(a) Attempting to cause and causing the Employer, Oklahoma Fixture Co., to discharge employee member Richard Mooney for nonpayment of his union dues without adequately and sufficiently advising him of his obligations.

(b) In any like or related manner restraining or coercing employees in the exercise of the rights guaranteed to them in Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Notify the Employer and employee member Mooney, in writing, that it withdraws and rescinds its request to discharge said employee member; that it has no objection to his reinstatement without loss of seniority or other rights and privileges previously enjoyed by him; and that it requests that the Employer reinstate employee member Mooney.

(b) Make employee member Mooney whole for all losses of wages and benefits suffered by him as a result of the Union's discrimination, with interest, as provided in the Board's decision.

(c) Post at its business office and meeting hall copies of the attached notice marked ''Appendix.''[6] Copies of the notice, on forms provided by the Regional Director for Region 17, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt and maintained for 60 consecutive days in conspicuous places including all places where notices to members are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material.

(d) Forward a sufficient number of signed copies of the notice to the Regional Director for Region 17 for posting by the Employer if the Employer is willing to do so.

(e) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.

IT IS FURTHER ORDERED that the complaint in Case 17–CA–15734 against Respondent Employer be dismissed.

[5] If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

[6] If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading ''Posted by Order of the National Labor Relations Board'' shall read ''Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board.''

APPENDIX

NOTICE TO MEMBERS
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we have violated the National Labor Relations Act and has ordered us to post and abide by this notice.

WE WILL NOT attempt to cause and cause the Employer, Oklahoma Fixture Co., to discharge employee member Richard Mooney for nonpayment of his union dues without adequately and sufficiently advising him of his obligations.

WE WILL NOT in any like or related manner restrain or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL notify the Employer and employee member Mooney, in writing, that we withdraw and rescind our request to discharge the employee member; that we have no objection to his reinstatement without loss of seniority or other rights and privileges previously enjoyed by him; and that we request that the Employer reinstate employee member Mooney.

WE WILL make employee member Mooney whole for all losses of wages and benefits suffered by him as a result of our discrimination against him, with interest, as provided in the Board's decision.

CARPENTERS' LOCAL UNION NO. 943 UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, AFL–CIO